

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES
1320 CREEK TRAIL DRIVE - P.O. BOX 270
JEFFERSON CITY, MO 65102

REQUEST NO.	5-091130FR
DATE	November 6, 2009
PAGE #	1 OF PAGE 19

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE ON OR BEFORE

2:00 P.M., C.S.T., November 30, 2009

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be
considered

Locations listed in bid documents

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD
BE EXTENDED AND TOTALED.**

BUYER: Frankie Ryan

BUYER TELEPHONE: 573-522-9481

SERVICES:

Contract for furnishing "**CONCRETE SLAB
RECLAMATION SERVICES**" for a contract period
beginning date of contract execution through November
30, 2010.

Note to Respondent: A vendor must be in compliance with the laws
regarding conducting business in the State of Missouri. The compliance to
conduct business in the state shall include but may not be limited to:
Registration of business name, vendors **MUST** submit a bid/proposal that
correctly and accurately identifies the company name that is registered to do
business in the State of Missouri. All vendors who are required to execute a
contractual agreement **MUST** submit a copy of their certificate with the
signed copy of the contract agreement before the purchasing department can
proceed with MoDOT legal contract approval.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above request for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within the guidelines specified in this bid.*

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Form E-103 (Rev. 11-04)

Is your firm MBE
certified?

☐

Yes

☐

No

Is your firm WBE certified?

☐

Yes

☐

No

List all agencies your firm is currently certified with. _____

RFB 5-091130FR - Concrete Slab Reclamation Services

Page 1 of 19

1.0 INTRODUCTION AND ORGANIZATION

1.1 MoDOT is seeking qualified contractors to perform on-site crushing and screening of concrete slabs from Missouri Highways and Transportation Commission (MHTC) property as indicated in this bid.

1.2 **Organization:** This document, referred to as an Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and Organization
- 2) Bid Submission Information
- 3) General Requirements
- 4) Components of Agreement
- 5) Definitions and Terms
- 6) Specific Requirements
- 7) Measurement
- 8) Performance Schedule
- 9) Equipment
- 10) Other Requirements
- 11) Payment
- 12) Changes, Additions, Deductions and Extra Work
- 13) **Pricing Page(s)** (***SIGN AND RETURN***)
- 14) **Attachment A:** Anti-Collusion Statement (***SIGN AND RETURN***)
- 15) **Attachment B:** Signature and Identity of Bidder (***SIGN AND RETURN***)
- 16) **Attachment C:** Preference In Purchasing Products (***SIGN AND RETURN***)
- 17) **Attachment D:** Missouri Domestic Products Procurement Act (***SIGN AND RETURN***)
- 18) **Attachment E:** Worker Eligibility Verification Affidavit (***SIGN AND RETURN***)
- 19) **Attachment F:** Missouri Service-Disabled Veteran Business Preference (***SIGN AND RETURN, if appropriate***)
- 20) **Bid Bond** (*To be executed AND SUBMITTED WITH THE BID in lieu of a Certified Check, Cashier's Check or Bank Money Order*)
- 21) Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

2.0 BID SUBMISSION INFORMATION

- 2.1 Your written bid must be mailed in a sealed envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of the **RFB Coordinator**:

Ms. Frankie Ryan
Missouri Department of Transportation
General Services - Procurement
1320 Creek Trail Drive, P.O. Box 270
Jefferson City, MO 65109

- 2.2 All documents must be sealed and should be clearly marked **"Bid for Concrete Slab Reclamation Services"**.

2.2.1 The Bidder should include a completed copy of **Attachments A through F** and any other requested or required information with the submitted response, as necessary. All questions regarding the RFB shall be submitted to the RFB Coordinator.

2.2.2 The Bidder agrees to provide the services specified herein at the firm, fixed price stated on the Pricing Pages, under the terms of this Request for Bid.

2.3 Proposal/Bid Guaranty/Contract Bond

2.3.1 Each proposal shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.

2.3.2 If a **BID BOND** is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided herein and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.

2.3.3 Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

2.4 Open Competition / Request For Bid Document

2.4.1 It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MHTC if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from Bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer noted above, unless the RFB specifically refers the Bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

2.4.2 Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all Bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

2.4.3 Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MHTC in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- 2.4.4 MHTC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Bidders, price-fixing by Bidders, or any other anticompetitive conduct by Bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- 2.5 **Contract Award and Contract Period:** MHTC Reserves the right to offer multiple awards. MHTC will be awarding the bid per District as listed on the pricing pages. The contract will be awarded to the lowest responsive and responsible Bidder for each of the individual Districts identified on the pricing pages in the bid document. THE BIDDER MUST BID ON ALL AREAS WITHIN A DISTRICT IN ORDER TO BE CONSIDERED FOR AWARD OF THAT DISTRICT.
- 2.6 **Contract Period:** The contract shall commence beginning the date of contract execution through November 30, 2010.
- 2.7 **Bid Review:** Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 2.8 **Cost Determination:** The low bid shall be determined by multiplying the Bidder's firm, fixed prices with the applicable estimated quantity per county.
- 2.9 **Rejection of Bids:** MHTC reserves the right to reject any or all bids, for any reason whatsoever.
- 2.10 **Out of State Vendors:** Out of state vendors will be required to submit a copy of his/her Out of State Transient Employer's Certificate as issued by the Missouri Department of Revenue (DOR). The contractor must be able to obtain a tax payment bond in the amount currently required by the DOR. If all the appropriate information is made available to the DOR, it may take 2-3 weeks for the contractor to obtain the tax bonding and "Certificate of Registration".
- 2.11 **Insurance Requirements:** Please refer to the *Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions* that are attached to the bid documents for information on required insurance for this project.
- 2.12 **Non-Exclusivity:** The Missouri Department of Transportation reserves the right to obtain like or similar services of this or other providers when use of such services is deemed in the best interest of MoDOT.
- 2.13 **Price Escalation Clause:** In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- 2.13.1 No price increase shall be granted during the first 3 months of the contract period.
- 2.13.2 In the event a price increase is granted due to an approved escalation, the renewal percentage, if any, shall be based upon the current contract value.
- 2.14 **Non-Employment Of Unauthorized Aliens:** Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. As provided in Section 285.530(2), RSMo, every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. The Bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in

connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of completed copy of the E-Verify Memorandum of Understanding (MOU). For Bidders that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall provide concrete slab reclamation services for all eligible locations as indicated in this bid. Concrete slabs shall be crushed and screened as outlined in this RFB. The Contractor is responsible for obtaining all permits necessary for these services.
- 3.2 The contractor shall provide all deliverables/services to the sole satisfaction of MHTC.
- 3.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

4.0 COMPONENTS OF AGREEMENT

- 4.1 The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement (if applicable) signed between the parties.
- 4.2 However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

5.0 DEFINITIONS AND TERMS

- 5.1 The following definitions and terms apply to this RFB:
 - 5.1.1 Commission Representative: The Commission's District Maintenance Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this agreement.
 - 5.1.2 Clean fill is "uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinder blocks, brick, minimal amounts of wood and metal and inert (nonreactive) solids for fill, reclamation or other beneficial use".
 - 5.1.3 Minimal means "the smallest amount possible". For example, concrete containing wire mesh or reinforcing rods (rebar) may be used for clean fill if you remove the exposed rebar before use.
 - 5.1.4 Recovered materials are those materials "removed from the waste stream for reuse or to be made into new products". Potentially recoverable materials include clean fill as well as metals, paper, cardboard, asphalt shingles, sheet rock, concrete, lumber and other wood waste, glass, electrical wire, plastics, organics and many others.

6.0 SPECIFIC REQUIREMENTS

- 6.1 All work shall be accomplished in a safe manner in accordance with the Missouri Standard Specification for Highway Construction and OSHA standards.
- 6.2 The material to be process consists of concrete slabs that have been removed from the roadway during pavement repair operations. The concrete slabs are of varying size and shape. The slabs contain wire mesh and rebar.
- 6.3 The intent of this RFB is to solicit the services of a contractor to crush the slabs and remove the steel wire mesh and reinforcing steel such that the crushed materials can be used as clean fill. The steel removed in the crushing process is to be retained by the MHTC for salvage and/or other uses.
- 6.4 The finished crushed aggregate product shall consist of the following gradations:

- 6.4.1 Rock Ditch Liner Gradation - Consist of material with a predominant aggregate size of 3 inches, a maximum aggregate size of 6 inches, and a gradation such that no more than 15 percent will be less than one inch.
- 6.4.2 Drainage Aggregate Gradation - Consist of a predominant aggregate size of one inch, a maximum aggregate size of 1 ½ inches, and a gradation such that no more than 25 percent will be less than 3/8 inch.
- 6.5 The concrete slab stockpiles shall be crushed into the cubic yard quantities shown in the attached PRICING PAGES.
- 6.6 The finished crushed aggregate materials shall be piled in gradation cone or tent shaped stockpiles at the reclamation site.
- 6.7 The steel removed by the crushing process shall be free of concrete chunks, but can have small amounts of concrete material adhering to the steel. Small amounts is defined as less than 5% concrete by weight in comparison to the weight of the steel.
- 6.8 The Contractor shall not enter onto private property during the performance of this contract.
- 6.9 The Contractor shall repair any damages to MHTC property caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC.
- 6.10 The Contractor shall use equipment and perform work in a manner to prevent damages to the MHTC infrastructure facilities and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment and/or employees/subcontractors in a timely manner at no expense to MHTC. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor in a timely manner.
- 6.11 The Contractor shall conduct the work so as not to interfere with the daily activities of the MHTC and any or all employees and personnel located at the reclamation site(s).
- 6.12 The MHTC Representative reserves the right to inspect the work sites covered by this bid, verify quantities and review operations at any time without advance notification to the Contractor.

7.0 MEASUREMENT

- 7.1 Measurement for all reclaimed concrete shall be by the cubic yard as determined by a measurement of the gradation piles by the Commission Representative and calculation of the cubic yards of material in each pile.
- 7.2 The estimated amount of concrete slabs to be reclaimed under this contract is shown on the individual price sheets, but not guaranteed. The unit price on the individual bid schedules will be used for payment based on the actual pile measurement and cubic yard calculation.
- 7.3 The Contractor may be requested to crush more or less than the estimated quantity of concrete slabs shown on the price sheets.
- 7.4 MHTC reserves the right to limit the total amount of reclamation quantities to 150% of the estimated amount of slabs shown on the pricing sheets.

8.0 PERFORMANCE SCHEDULE

- 8.1 The Contractor shall commence contract performance within five (5) working days of receipt of Notice To Proceed. Prior to commencing the on-site concrete slab crushing operations in each District, the Contractor shall, with the Commission Representative's direction, provide a DISTRICT WORK PLAN showing where operations will begin. The plan shall be updated if changes are made in the operations plan. Work cannot be started until the Commission Representative has issued a notice to proceed for the work.
- 8.1.1 **DISTRICT WORK PLAN:** The District Work Plan will consist of the Contractor providing a Letter of Operation and Schedule that describes the method, equipment, anticipated production rate and completion date of the work for the District where the work is being performed. Information from the District Work Plan will be used to determine what, if any, liquidated damages will be assessed for not

completing the work in the District as approved in the District Work Plan. Should the original amount of concrete slab material be increased or decreased in a given District, the District Work Plan will be updated by the Contractor and Commission Representative to reflect possible changes to the completion date for that work.

8.1.2 **MINIMUM PRODUCTION RATE:** At a minimum,, the Contractor's Work Plan will outline a crushing operation that meets the requirements of this contract that can produce a minimum rate of 100 CU yds per day ,or at a rate approved by the Commission's Representative.

- 8.2 All activity associated with slab crushing operations shall be performed during normal working hours of 7:00 am till 5:00 pm, local time, unless an alternate work schedule is approved by the Commission Representative.
- 8.3 If a Bidder is awarded multiple Districts the order to execute this contract will be as follows: District 4, District 7, District 10, District 8 and District 2.
- 8.4 The Contractor may work six days per week, excluding holidays, if approved by the Commission Representative.
- 8.5 Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

9.0 EQUIPMENT

- 9.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms.

10.0 OTHER REQUIREMENTS

- 10.1 This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor, equipment, materials, personnel, taxes, and fees necessary and required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT or the MHTC, and MoDOT and the MHTC are to have no direction or control over the employees used by the Contractor in performance of the work.
- 10.2 **Safety:** Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- 10.3 **Licenses:** The Contractor shall be duly licensed in accordance with the city's, state's and county's statutory requirements to perform the work.
- 10.4 **Notices of Violations:** The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any sub-contractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to MHTC.
- 10.5 **Permits:** The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 10.6 **Dust Control:** The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- 10.7 **Inclement Weather:** The Commission Representative may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 10.8 **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the MoDOT, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- 10.9 **Incorporation of Provisions:** The contractor shall include the provisions specified herein in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or Directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the MHTC or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor

becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request MHTC to enter into such litigation to protect the interests of the State and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 10.10 Liquidated Damages: The contractor is directed to the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" attached to the bid documents, regarding the amount and enforcement of liquidated damages.

11.0 PAYMENT

- 11.1 Payment for work completed may be invoiced twice a month. Invoices shall be based on Commission Representative estimates of the finished material stockpiles. Payment will be based on the unit pricing submitted by the Contractor in the bidding schedule.
- 11.2 Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.
- 11.3 Unless otherwise provided for in the solicitation documents, payment for all services required herein shall be made in arrears. The MHTC shall not make any advance deposits.

12.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 12.1 Upon proper action by the Commission Representative, MHTC may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor.
- 12.2 No extra work shall be done or any obligation incurred except upon written order by the Commission Representative. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Commission Representative shall make an equitable adjustment and modify the contract in writing through the use of a supplemental to the contract.
- 12.3 The Commission Representative reserves the right to direct additional services not described in the bid document as changed or unforeseen conditions may require. Such direction by the Commission Representative shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Contractor performing the additional or changed services, or incurring any additional cost therefore.

13.0 PRICING PAGES

The Bidder shall provide firm, fixed prices in the tables below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below. The quantities shown are estimated for the period specified. MoDOT reserves the right to increase or decrease the quantity as needed and as otherwise noted in the bid documents.

Upon completion of the pricing sheet for a given District, *the Bidder should sign where indicated on the bottom of the pricing table and submit with the other required bidding documentation.*

NOTE ON AWARD: the Bidder must bid on all areas within a District in order to be considered for award of that District.

13.1 PRICING PAGE 1 OF 3

Slab/Pile Locations - DISTRICT 2	Cubic Yards	Unit Price	Extended Amount
Linn County, Brookfield Maintenance Lot @ (Route 36 at Route 11)			
Drainage Aggregate Quantity Estimate	3500	\$	\$
Carroll County, Route EE (near Carrollton)			
Drainage Aggregate Quantity Estimate	1100	\$	\$
Macon County, Atlanta Maintenance Lot @ (Old Route 63, 0.8 Mi. N of Rte. M)			
Rock Ditch Liner Crushed Quantity Estimate	230	\$	\$
Macon County, Commercial Driver License Lot (CDL) Lot @ (Rte K, 0.1 Mi. N of Rte 36)			
Rock Ditch Liner Crushed Quantity Estimate	230	\$	\$
Randolph County, Moberly Maintenance Lot @ (Route 24, 0.8 Mi. East of Rte 63)			
Drainage Aggregate Quantity Estimate	510	\$	\$
Saline County, Marshall Junction Maintenance Lot @ (Route 65, 1.5 Mi. N of I-70)			
Rock Ditch Liner Crushed Quantity Estimate	125	\$	\$
Saline County, Sweet Springs Maintenance Lot @ (0.2 miles north of I-70 on Rte. 127)			
Rock Ditch Liner Crushed Quantity Estimate	100	\$	\$
TOTAL BID FOR SERVICES IN DISTRICT 2			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative Date Signed

13.2 PRICING PAGE 2 OF 3

Slab Pile Locations - DISTRICT 4	Cubic Yards	Unit Price	Extended Amount
Lafayette County, Higginsville Commuter Lot @ (Northwest Quadrant, I-70 and Route 13			
Rock Ditch Liner Crushed Quantity Estimate	1000	\$	\$
Drainage Aggregate Quantity Estimate	1000	\$	\$
Total Bid for Services in District 4			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Slab Pile Locations - DISTRICT 7	Cubic Yards	Unit Price	Extended Amount
Bates County, Route 18 Mixing Board @ 9 miles East of Route 71 (North of Route 18)			
Drainage Aggregate Quantity Estimate	250	\$	\$
Bates County, Route A Mixing Board @ 6 miles West of Route 71 (South of Route A)			
Drainage Aggregate Quantity Estimate	225	\$	\$
Barry County, Cassville Maintenance Lot @ (Route 37, 1.8 Mile South of Routes 76 & 86)			
Drainage Aggregate Quantity Estimate	400	\$	\$
Barry County, Verona Storage Area @ Junction of Route 60 & Business Route 60			
Drainage Aggregate Quantity Estimate	275	\$	\$
Vernon County, Sheldon Maintenance Lot @ (Route B, 0.2 Miles East of Route 71)			
Drainage Aggregate Quantity Estimate	190	\$	\$
TOTAL BID FOR SERVICES IN DISTRICT 7			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

13.3 PRICING PAGE 3 OF 3

Slab/Pile Locations – DISTRICT 8	Cubic Yards	Unit Price	Extended Amount
Christian County, Intersection of Route 160 & Route V			
Rock Ditch Liner Crushed Quantity Estimate	600	\$	\$
Laclede County, Dove Maintenance Lot (Route 5, 0.5 Mi South of Rte. V V)			
Rock Ditch Liner Crushed Quantity Estimate	290	\$	\$
Laclede County, Interstate 44 @ (Phillipsburg 118 mile exit)			
Rock Ditch Liner Crushed Quantity Estimate	1600	\$	\$
TOTAL BID FOR SERVICES IN DISTRICT 8			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

Slab/Pile Locations - DISTRICT 10	Cubic Yards	Unit Price	Extended Amount
Pemiscot County, Route J @ (South City Limits of Hayti)			
Drainage Aggregate Quantity Estimate	300	\$	\$
Pemiscot County, Interstate 55 (South Bound 12.6 mile marker)			
Drainage Aggregate Quantity Estimate	300	\$	\$
Dunklin County, Route A (4.5 miles from Route 412 & Route A)			
Drainage Aggregate Quantity Estimate	400	\$	\$
Dunklin County, Route 153 (0.9 miles from Route 25 & Route 153)			
Drainage Aggregate Quantity Estimate	250	\$	\$
TOTAL BID FOR SERVICES IN DISTRICT 10			\$

Name of the Bidders Firm: _____

Name & Signature of Contractor's Authorized Representative

Date Signed

14.0 ATTACHMENT A: ANTI-COLLUSION STATEMENT

STATE OF _____)
COUNTY OF _____) SS

_____ being first duly sworn, deposes
and says that he is _____ of _____
Title of Person Signing Company

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the Bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that Bidder is not financially interested in, or financially affiliated with, any other Bidder for the above project.

By _____
By _____
By _____

Sworn to before me this _____ day of _____.

Notary Public

My Commission Expires

15.0 ATTACHMENT B: SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

() sole individual () partnership () joint venture

() corporation, incorporated under laws of state of _____

Dated _____

Name of individual, all partners,
or joint venturers (attach additional pages as necessary):

Address of each:

doing business under the name of:

Address of principal place of business in Missouri

(If using a fictitious name, show
this name above in addition
to legal names)

(If a corporation, show its name above)

ATTEST: (SEAL)

Secretary

Title _____

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the bid shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following RS Mo. A COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highway and Transportation Commission prior to contractor executing any work as noted in the bid documents herein.

16.0 ATTACHMENT C: PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

17.0 ATTACHMENT D: MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State **are not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Vendor Name: _____

Vendor Address: _____

18.0: ATTACHMENT E: PAGE 1 O 2
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000

(This form is for incorporated entities. For joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program should be attached]

18.0: ATTACHMENT E: PAGE 2 OF 2

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000
APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature
Applicable Federal Identification Number

Affiant's Social Security Number or

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

19.0: ATTACHMENT F

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that

we _____,
as Principal and _____, as Surety are held and firmly
bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and
Transportation Commission**) in the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and
Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

Sealed with our seals and dated this _____.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation
Commission for furnishing **Concrete Slab Reclamation Services** as set out in the bid to which this bond is
attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the
Principal and if said Principal shall properly execute and deliver to the Missouri Highways and
Transportation Commission the contract and contract bond in compliance with the requirements of the
proposal, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation
Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation
Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of
Missouri acting through the Missouri Highways and Transportation Commission shall immediately and
forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees
and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the **PRINCIPAL** and by a **CORPORATE SURETY**
authorized to conduct surety business in the State of Missouri.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
- 1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

Missouri Highways and Transportation Commission
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- a. General Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$400,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Additional Requirements - Holidays

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day	July 4	Independence Day
Third Monday in January	Martin Luther King, Jr.'s Birthday	First Monday in September	Labor Day
February 12	Lincoln's Birthday	Second Monday in October	Columbus Day
Third Monday in February	Washington's Birthday	November 11	Veteran's Day
May 8	Truman's Birthday	Fourth Thursday in November	Thanksgiving Day
Last Monday in May	Memorial Day	December 25	Christmas Day

- b. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of work, as necessary.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **Thirty (30) Calendar Days** after the claimed cause for the delay has ceased to exist.

Liquidated Damages

- a. In the event the successful Contractor fails in providing the required deliverables/services within the time specified on the District Work Plan, the Department and the public will sustain damages because of such delay in deliverables/services, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred and fifty dollars (\$150.00) per day, per item**, for each assessable calendar day on which the deliverables/services has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. If the Contractor is allowed to work on Saturdays, as approved by the Commission Representative, then Saturdays will be an assessable day. If Saturdays are not allowed as work days, then Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.